

1906-018 Chanery Causes: A. W. Cook vs. J. R. Hines &
Lee Co.

Craftner, Duncan, Harvel

3 Plats

CA-Debt
T-Property

-Deed

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee county, Virginia:

Humbly complaining, your orator, A.W.Couk, a citizen of said county, respectfully represents that on the 16th day of September, 1899, he obtained before W.A.Baker, one of the Justices for said county, a judgment against one J.R.Hynes (Hines is the proper way to spell) for the sum of thirty-seven dollars and four cents (\$37.-04) with interest thereon from the 16th day of September, 1899, until paid and one dollar costs; that on the same day the said judgment was duly docketed in the office of the clerk of the county court for said county, in Judgment Lien Docket No.3, page 190, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.1"; that no part of said judgment has been ~~xxx~~ paid to your orator, but the same and every part thereof is now justly due and owing to your orator.

Your orator represents that the said J.R.Hines is the owner of a small tract of land lying about one and one-half miles east of the town of Jonesville, on the Blackwater road, adjoining the lands of Alex.Martin and others. For a more particular description of said land reference is here made to a deed from M.S.Hines and wife to said J.R.Hines, a certified copy of which is herewith filed as a part hereof, marked "Exhibit No.2". From an inspection of said deed it will be noticed that said conveyance is subject to a vendor's lien in favor of C.T.Duncan. This tract of land along with other lands was conveyed to the said M.S.Hines by the said C.T.Duncan by deed dated the 17th day of February, 1894, and recorded in Lee county Deed Book No.30, page 30, and a copy thereof is herewith filed as a part hereof marked "Exhibit No.3". The said vendor's lien mentioned in said last mentioned deed operates a-

gainst all the lands thereby conveyed to the said M.S.Hines. As your orator is informed the said M.S.Hines conveyed a part of the land which was thus conveyed to him by the said Duncan to J.W.Hines and the residue to the said J.R.Hines, and by an agreement among the parties the said J.W.Hines was to pay twenty-five dollars (\$25) of said lien to said Duncan, and the said J.R.Hines was to pay the residue. There is yet due by the said J.R.Hines to the said Duncan about \$50.00, as your orator is informed, though he does not know the exact sum.

Your orator is advised that his said judgment operates as a lien upon said tract of land so owned as aforesaid by the said J. R.Hines, but is inferior in point of priority to the lien of the said C.T.Duncan. *alleges that said land will not rent for your orator a sum sufficient in five years to pay said judgment; and that there are no other liens*
The object of this bill is to enforce the lien of said judgment against the said tract of land.

Your orator prays therefore that your honor take cognizance of his cause and grant him the proper relief. He prays that the said J.R.Hines, C.T.Duncan, M.S.Hines and J.W.Hines be made parties defendant hereto; that they be required to answer said bill, but they need not do so under oath, that being waived; that the said C.T.Duncan answer how much, if anything, is still due him on his vendor's lien; that the said J.R. and J.W.Hines answer especially how much they are respectively due to the said Duncan on the amounts they assumed to pay to the said C.T.Duncan under their contracts of purchase from M.S.Hines; that upon a hearing a decree be pronounced appointing a commissioner to make sale of said land or a sufficiency thereto to satisfy said judgment; and that full general relief be granted. May spa.issue, directed &c.

L. T. Hyatt /p.q.

than those herein mentioned

A.W. Cook

vs $\frac{3}{2}$ Bill in ch

J. R. Hines et al.

1899. 2nd October rules bill
filed & pa executed and
D. N.

" 1st November rules
held the last Monday
in October D. N. Conf
and cause set for hearing

To the Hon. H. A. W. Skeen, Judge of the circuit Court of Lee County, Virginia:

Humbly complaining, your orator, A. W. Couk, a citizen of said County would respectfully represent, that at the second October rules 1899 of the said Court, he filed therein his original bill against J. W. Hines, M. S. Hines, J. R. Hines and C. T. Duncan the object of which was to enforce a lien of the judgment in favor of your orator against the said J. R. Hines for the sum of Thirty seven dollars and four cents, (\$37.04) with interest thereon from the 16th day of Sept., 1899, until paid, ^vone dollar, (\$1.00) costs; that the said bill was regularly matured at rules and set for hearing at the November term, 1899, of the said Court, but no further proceedings have been taken or had thereon; and your orator prays that the said bill be taken as a part of this bill the same as if fully set out herein.

Your orator further represents that the said judgment in his favor against the said J. R. Hines, for the sum of thirty seven dollars and four cents, (\$37.04), with interest and cost as aforesaid, still remains wholly unpaid to him.

Your orator further represents that in the deed filed with said original bill as "Exhibit No. 2", the said C. T. Duncan and wife conveyed to the said Michael S. Hines and Fannie S. Hines, his wife, a certain tract or parcel of land lying in the said County of Lee on the Blackwater road about one mile southeast of the town of Jonesville, supposed to contain twenty two (22) acres, and the said lot of land is fully described by metes and bounds in the said deed. The said conveyance provides that the said Michael S. Hines ^{wife} shall hold the said land during their natural lives and after their deaths the same shall become the property of the children of the said Michael and Fannie S. Hines living at the death of the said Michael S. Hines. In other words, by the said conveyance the said Michael S. Hines and wife took only a life estate in the said lands, the remainder to their children living at the death of the said Michael S. Hines.

But your orator further represents that on the face of said deed the said C. T. Duncan retained a lien for the sum of forty dollars, (\$40.00), part of the unpaid purchase money due by the said Hines to him on the said land, as evidenced by note or bond dated the 29th day of January, 1894, and the said C. T. Duncan also retained a lien to secure the sum of twenty five dollars, (\$25.00) then due by the said Hines to John Yeary and the further sum of twenty five dollars (\$25.00), due by the said Hines to John A. G. Hyatt, for both of which sums the said Duncan was the security of the said Hines and which sums were borrowed by the said Hines to enable him to make payments on the said lands.

Your orator further represents that since the institution of this suit, the said C. T. Duncan has assigned to him the said note or bond for forty dollars, (\$40.00) and that no payments have ever been paid him thereon by the said Michael S. Hines or any person for him, but the same and ever part thereof is now wholly due and unpaid to your orator.

And your orator further represents that the said C. T. Duncan has paid to the said J. A. G. Hyatt and John Yeary the said two sums of twenty five dollars, (\$25.00), with interest, and that he has likewise assigned the same to your orator and the same remains wholly unpaid to your orator by the said Michael S. Hines, or otherwise whatsoever.

Your orator further represents that by deed dated the 4th day of February, 1898, the said Michael Hines and wife conveyed to the said James R. Hines a small parcel of the lands conveyed to them aforesaid by the said C. T. Duncan and wife, supposed to contain about eight (8) acres, subject to the vendors lien aforesaid, in favor of the said C. T. Duncan for ninety dollars, (\$90.00); and it was agreed by the parties to said deed, that the said lien, except a sum of twenty five dollars, (\$25.00) should be an express charge

on the said (5-

on the eight (8) acres thereby conveyed.

Your orator is advised that since the said M. S. Hines and wife only owned a life estate in the said eight(8) acres of land, the said conveyance to the said James R. Hines passed only a life estate therein of the said M. S. Hines and wife, but your orator is further advised that the said lands, both life estate and the remainder, is subject to the said lien for purchase money.

The object therefore of this amended bill is to enforce the said lien for purchase money against the said land and also to enforce the said judgment lien set out in the said original bill.

Your orator further alleges that the children of the said M. S. Hines and Fannie S. Hines now living are the following, to-wit: J. R. Hines, J. W. Hines, Manda Croftner, Charles E. Hines,, Maggie B. Harvel, Ben Hines and Bard Hines; and that the said children have an interest in the said lands.

The prayer therefore of your orator is, that the said J. R. Hines, M. S. Hines, Manda Croftner, nee Hines, Charles E. Hines, John W. Hines, Maggie B. Harvel, nee Hines, Ben Hines, Bard Hines and C. T. Duncan be made parties defendant to this amended bill and be required to answer the same fully, but not under oath, as that is waived; that a guardian ad litem be appointed to answer for the infant defendants; and that upon hearing of the case a decree be rendered for the sale, first of enough of the lands conveyed by the said C. T. Duncan, to pay the said vendors lien and, second, for the sale of a sufficiency of the interest of James R. Hines in the said lands to pay the said judgment lien; and for full general relief.

May Suppoenas issue &c.

P. Q.

A. W. Cook

v { In Chancery

J. R. Hines, et al.

Amended Bill.

1903 1st May rules amended
bill filed & pa executed
and Decree Nisi

" 2nd May Decree Nisi
Confirmed and Cause
set for hearing.

A. W. Couk et al.Plaintiff.

vs. (In Chancery.)

J. R. Hines, M. S. Hines, Fannie S. Hines, Manda Caruthers (nee Hines), Chas. E. Hines, John W. Hines, Maggie B. Harvel (nee Hines), Ben Hines and BarH Hines, the three last named being infants under the age of twenty-one years, and C. T. Duncan,.....Defendants.

This cause came on this ~~xx~~ 26th day of February, 1906, to be heard upon the papers formerly read in the cause, and the report of L. T. Hyatt, Special Commissioner, filed in said cause on the 24th day of February, 1906, showing full collection and partial disbursement by him of the purchase price of the land sold by him to J. W. Hines under the proceedings of the said cause, and was argued by counsel. On consideration whereof, and no exception having been take or filed to the said report, it is adjudged, ordered and decreed that the said report be and the same is hereby confirmed and approved by the court. And it further appearing to the court that the said J. W. Hines is now entitled to a deed of conveyance for the said lands, it is therefore further adjudged, ordered and decreed that L. T. Hyatt, who is hereby appointed a Special Commissioner for the purpose, do execute and deliver to the said J. W. Hines a good and sufficient deed, conveying to him, with special warranty, the ~~said~~ lands purchased by him under the proceedings of this cause, and in the said deed he will describe the said lands according to the surveys of same made by C. S. Cox, which surveys are filed with the report first herein above mentioned. Said commissioner with report the said deed to the ~~xxxxxxx~~ court.

Thereupon the said L. T. Hyatt, Special Commissioner, filed his report showing the execution of said deed as hereinabove required, and whereupon this cause came on again this day to be further heard upon the papers formerly read, and the said last mentioned report and deed, and was argued by counsel. On consideratin thereof and there being n_ exceptions to the said report of deed, it is adjudged ordered and decreed that they each be confirmed and approved by the court, and that the said J. W. Hines pay to the said L. T. Hyatt the sum of five dollars for his services in making the said deed, for which execution ma

ecution may issue. Said Commissioner will disburse the money collected by him during this term of the court as shown by his report, and report the same to the next term of the court.

And the cause is continued.

A. W. Cook

vs { Dukey.

J. R. Niles et al.,

Decree confirming re-
port of collection of pur-
chase money, for deed, &
confirming same.

Entered in C. O. B.
8, page 138 &c.

Enter this decree
Feb'y 26, 1906.

H. A. Wilson

A. W. Couk, et al.Plff.

vs. (In Chancery.

J. R. Hines, M. S. Hines, Fannie S. Hines, Manda Caruthers (nee Hines) Chas. E. Hines, John W. Hines, Maggie B. Harvel, (nee Hines) Ben Hines, & Bard Hines, the three last named being infants under the age of twenty-one years, and C. T. Duncan, Defts.

This cause came on this the 20th day of May, 1904, to be heard upon the papers formerly read in the cause and the report of L. T. Hyatt, Special Commissioner, filed therein on the 6th day of May, 1904, and was argued by counsel.

On consideration whereof, and it appearing to the court, that the said report has been filed the time required by law, and that no exceptions have been taken or filed thereto, it is adjudged, ordered and decreed that the said report and sale therein reported be, and they are each hereby confirmed and approved; that the said commissioner, L. T. Hyatt, disburs~~e~~ the sum of \$57.21 shown by the said report to be collected by him as a cash payment on said land, to the parties entitled thereto, taking proper receipts therefor; that the said commissioner proceed to collect the said two bonds for the sum of \$57.21 from the said J. W. Hines and Minnie Hines as they severally fall due, and disburs~~e~~ the same to the parties entitled thereto as collected; that the said commissioner report his action hereunder from time to time as he may think proper; and the cause is continued.

the cause is continued.

his action hereunder from time to time as he may think proper; and
titled thereto as collected; that the said commissioner report
as they severally fell due and disburse the same to the parties en-
for the sum of \$25.21 from the said J. W. Hines and Minnie Hines
that the said commissioner proceed to collect the said two bonds
to the parties entitled thereto, taking proper receipts therefor;
said report to be collected by him as a cash payment on said land,
commissioner, I. T. Hallett, disburse the sum of \$25.21 shown by the
be, and that he is hereby confirmed and approved; and that the said
original and duplicate of the said report and of the report reported
no exceptions or objections taken or filed thereto, it is adjudged,
the said report be filed the time required by law, and that
on behalf of the court, and it appearing to the court, that
of I. T. Hallett, commissioner, filed therein of the
of I. T. Hallett, commissioner, filed therein of the
of I. T. Hallett, commissioner, filed therein of the

A. H. Cook
In { In Chancery
J. R. Hines, et al.

Decree confirming
Sale to J. W. Hines.

Entered in C. D. B. No 7

p. 480

Enter this Decree
May 20, 1904
J. W. Hines

This cause came on for trial on the 20th day of May, 1904, to be

twenty-one Vesie, and C. E. Duncan, Defts.
the three last named being infants under the age of
Minnie B. Harvey, (nee Hines), Ben Hines, & Bird Hines,
Caruthers (nee Hines) Chas. E. Hines, John W. Hines,
J. R. Hines, M. C. Hines, Annie S. Hines, Bonds

vs. (In Chancery.

A. H. Cook, et al. Plffs.

A. W. Couk,Plaintiff.

vs. (In Chancery.)

Decree for Sale.

J. R. Hines, M. S. Hines, Fannie S. Hines, Manda Caruthers (nee Hines) Chas. E. Hines, John W. Hines, Maggie B. Harvel, (nee Hines), Ben Hines and Bard Hines, the three last named being infants under the age of twenty-one years, and C. T. Duncan,Defendants.

This cause came on this the 16th day of February, 1904, to be heard upon the papers formerly read in the cause and the report of A. M. Goins, Special Commissioner, filed in the cause on the 14th day of December, 1903, and was argued by counsel.

On consideration whereof, and it appearing to the court that the said report has been filed for more than ten days and that no exceptions have been taken or filed thereto, it is adjudged, ordered and decreed that the said report and the statements therewith be and the same are hereby confirmed and approved; and that the plaintiff, as assignee of C. T. Duncan, recover from the defendants, J. R. Hines, the sum of seventy-four dollars and thirteen cents, (\$74.13), with legal interest on fifty-four dollars and eleven cents (\$54.11), part thereof, from the 1st day of March, 1904, (the date to which the said Commissioner counted interest), until payment, and the costs of this suit to be taxed by the clerk of this court; that ~~the~~ Couk & Orr, for the benefit of the plaintiff, recover from the said defendant, J. R. Hines, the sum of forty-eight dollars and nineteen cents (\$48.19), with legal interest on thirty-seven dollars and four cents, ~~xxx~~ (\$37.04), part thereof, from the said 1st day of March, 1904, until payment; that the said plaintiff, as assignee of C. T. Duncan, recover from the defendant, Michael S. Hines, the sum of ninety dollars and fifteen cents (\$90.15), with legal interest on fifty-four dollars and eleven cents (\$54.11), part thereof, from the said 1st day of March, 1904, until payment, and on ten ^(\$10.00) dollars, another part thereof, from the same day; that Newton Wygal recover from the said M. S. Hines the sum of three dollars and forty-three cents (\$3.43), with legal interest on one dollar and forty cents (\$1.40), part thereof, from the said 1st day of March, 1904, until payment; that J. O. Gibson & Co. recover from the said M. S. Hines the sum of eight dollars and fifty-

five cents (\$8.55), with legal interest on four dollars and thirty-three cents (\$4.33), part thereof, from the said 1st day of March, 1904, until payment; that A. B. Munsey, subrogated to the rights of said firm of J. O. Gibson & Co., recover from the said M. S. Hines the sum of twelve dollars and fifty-one cents (\$12.51), with legal interest on seven dollars (\$7.00), part thereof, from the said 1st day of March, 1904, until payment; and that Couk & Orr, assignees, recover from the said Michael Hines the sum of twenty dollars and eighty cents (\$20.80), with legal interest on twelve dollars and fifty cents (\$12.50), part thereof, from the said 1st day of March, 1904, until payment.

And it is further adjudged ordered and decreed that unless the recoveries hereinbefore set out be paid to the said creditors, or their attorneys, within thirty days from this date, then it shall be the duty of E. T. Hyatt, who is hereby appointed a special commissioner for the purpose, to make sale of the interest of J. R. Hines in the eight acre tract of land conveyed to him by the said M. S. Hines and wife by deed dated the 4th day of February, 1898, (~~being an estate therein for and during the life of the said M. S. Hines and Fannie Hines, his wife,~~ ^{and also a reversionary interest}), or so much thereof as may be found necessary to pay the costs of this suit and the recoveries herein against the said J. R. Hines, and in case the said interest ~~of~~ the said J. R. Hines in the said eight acres should ~~prove to~~ sell for a sum insufficient to pay the costs of this suit and the first recovery had herein against the said J. R. Hines, then it shall be the duty of the said commissioner to offer for ~~xxx~~ sale the residue of the twenty-two acre tract of land conveyed by the said C. T. Duncan and wife to the said M. S. Hines and others by deed dated the 17th day of February, 1894, or so much thereof as may be necessary to pay the residue of the costs of this suit and of the vendor's lien due the plaintiff, as assignee of ^{said} C. T. Duncan, after the sale of the interest of the said J. R. Hines ~~in~~ in the said eight acre tract, and if necessary for the payment of the said vendor's lien, the said commissioner may sell the whole of the said twenty-two acre tract of land aforesaid, including not only the life estate therein of the said M. S.

Hines and wife, but the reversionary interest of all their children therein as well. And in the event that the sale of the interest of the said J. R. Hines in the said eight acres should fully pay the costs of this suit and the first lien adjudged herein against him, but should fail to pay in full the second lien herein adjudged against him, and in the further event that the life estate of the said M. S. Hines and wife in the residue of the said twenty-two acre tract should fully pay the residue of the said costs and the vendor's lien, then the said commissioner shall sell the reversionary of the said J. R. Hines, in the said ~~residue of the said~~ twenty-two acre tract of land, or so much thereof as may be necessary to pay the balance then remaining unpaid of the said second lien of the plaintiff, by judgment, against the said J. R. Hines. And in the event that the interest of the said J. R. Hines in the said eight acre tract of land should sell for a sum sufficient to pay the first lien herein adjudged against the same, and in the further event that the said life estate of the said M. S. Hines in the residue of the said twenty-two acre tract of land should be more than sufficient to pay the residue of the said vendor's lien, then the residue of the said life estate of the said M. S. Hines shall be sold and applied in the proper order of priority as hereinbefore set out, of the judgments against him. And any sale made by the said commissioner hereunder shall be made at the ~~front~~ door of the court-house of Lee County, between the hours of 8 A.M. and 4 P.M., after the same shall have been advertised for at least thirty days by written ^{or printed} notices thereof, one of which shall be posted at the front door of the court-house ^{of said county,} another in the neighborhood where the land lies, and others at such public places in Lee County as the commissioner shall deem necessary, and said sale shall be by public auction, to the highest bidder, upon the following terms, to-wit: one third of the purchase price shall be paid in cash on the day of sale, one third in one year from the day of sale, and the remaining third in two years from the day of sale, and the commissioner will require of the purchaser or purchasers bonds with approved security ^{bearing interest from date} for the deferred payments. But before

proceeding to execute this decree, the said L. T. Hyatt, special commissioner, shall execute bond before the clerk of this court in the sum of four hundred dollars, with security approved by said clerk, conditioned as required by law. The said commissioner will report his action hereunder to a future term of this court, and the cause is continued.

case is continued.

port his action hereunder to a future term of this court, and the condition not as required by law. The said commissioner will return of four hundred dollars, with receipt approved by said clerk, missioner, shall execute bond before the clerk of this court in the proceeding to execute this decree, the said J. T. Hyatt, special com-

A. W. Cook
vs. J. R. Chy.
J. R. Heines et al
Decree for sale.
Ex. C. B. No. 7 p. 397

Enter this decree
Feb 16 1904
H. C. W. Smith

A. W. Couk, Plaintiff.

vs. (In Chancery) Decree.

J. R. Hines, M. S. Hines, Fannie S. Hines, Manda Caruthers (nee Hines) Chas. E. Hines, John W. Hines, Maggie B. Harvel (nee Hines), Ben Hines, and Bard Hines, the three last named being infants under the age of twenty-one years, and C. T. Duncan, Defendants.

On motion of the plaintiff, by his counsel, it is ordered that Geo. P. Cridlin be appointed a guardian for Maggie Harvel, Ben Hines and Bard Hines, the three infant defendants; and on motion of the said guardian ad litem, leave is granted him to file the answer of the said infants, which is according done; and the plaintiff replied generally to the said answer.

And it appearing to the court from the return of the sheriff that the said J. R. Hines, M. S. Hines, Fannie S. Hines, Manda Caruthers, Chas. E. Hines and C. T. Duncan have been duly served with the subpoena in chancery in this cause the time required by law and that the cause has been regularly matured at rules as to them, and that they have each failed to appear to plead, answer or demur to the said bill and amended bill of the plaintiff, it is ordered that the same be taken for confessed as to each of them.

Thereupon this cause came on this the 9th day of July, 1903 to be heard upon the said original and amended bills of the plaintiff, the said answer of the said infants by their guardian ad litem, replication to the said answer by the plaintiff, said bills taken for confessed as to the adult defendants above named, and was argued by counsel. Upon consideration of all which, and it being suggested that there are probably other judgments and liens against the lands herein sought to be subjected, it is adjudged, ordered and decreed that A. M. Goins, one of the commissioners of this court, do take an account in this cause, and ascertain and report to the court at its next term:

- (1) all liens against the real estate of the said J. R. Hines, with the priorities thereof;
- (2) all liens against the real estate of the said M. S. Hines, with the priorities thereof,

(3) the real estate owned by the said J. R. Hines and M. S. Hines, respectfully, and also all real estate subject to the liens ascertained by him as required by this decree; and

(4) any other matter deemed pertinent by himself or required to be reported by any party in interest in this cause.

Before acting hereunder, the said commissioner will give due notice to all parties in interest of the time and place of his sittings, and will also post a copy of the said notice at the front door of the court-house of the county for at least ten days prior to the date of his sitting.

And the cause is continued.

A.W. Cook

r { in chy.

J. R. Hines, et al

Decree for an
account of liens.

Ent. Co. B. 7. P. 325 -

Enter this decree
July 9, 1903.

H. A. W. Stein

COMMISSIONER'S REPORT.

A.W.Couk, Compl't.)
vs.) IN CHANCERY.
J.R.Hines et al., Defts.)

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned commissioner, in pursuance of a decree entered in the above styled cause at the July term, 1903, of your Honor's court, having given due notice to the parties concerned, as will appear by the notice herewith returned, proceeded on the 10th day of August, 1903, at his office in the town of Jonesville, the time and place designated in said notice, to execute said decree; and the proceedings having been thenceforward regularly adjourned and continued from time to time, and being at length completed, the result in herewith respectfully submitted.

Your commissioner is directed by the aforesaid decree to take an account in this cause, and ascertain and report, as follows:

1st, All liens against the real estate of the said J.R.Hines, with the priorities thereof;

2nd, All liens against the real estate of the said M.S.Hines, with the priorities thereof;

3rd, The real estate owned by the said J.R.Hines and M.S.Hines respectively, and also all real estate subject to the liens ascertained by him as required by law and this decree; and

4th, Any other matter deemed pertinent by himself or required by any party in interest in this cause.

Your commissioner will report upon the foregoing matters seriatim as above given.

1st, All liens against the real estate of the said J.R.Hines, with the priorities thereof.

Your commissioner files herewith, as part hereof, statement "A", which is a statement showing the liens that he is enabled to ascertain against the said J.R.Hines, the priority of each lien, to whom due, and the amount thereof, with interest calculated upto March 1st, 1904, presumably about the beginning of the next term of your Honor's court. The first lien in order of priority in this statement is the balance on a vendor's lien retained in a deed from Michael S.Hines and wife to the said J.R.Hines, dated Feb. 4th, 1898, for the benefit of C.T.Duncan. The amount of this lien, as

of March 1st, 1904, is \$74.13, and is first in order of priority against the lands now owned by the said J.R.Hines, hereafter to be noted. The next lien in said statement is a judgment in favor of Couk & Orr, for the benefit of A.W.Couk. The amount of this lien, with interest calculated up to March 1st, 1904, is \$48.19, and this lien is in the order of priority against the real estate now owned by the said J.R.Hines, as hereinafter stated. The total amount of the liens reported in said statement "A", as of March 1st, 1904, is \$122.32.

2nd, All liens against the real estate of the said M.S.Hines, with the priorities thereof.

Your commissioner filed herewith, as part hereof, statement "B", which is a statement showing the liens that he is enabled to ascertain against the said M.S.Hines, the priority of each, to whom due, and the amount thereof, with interest calculated up to March 1st, 1904. The first lien in order of priority in this statement, of \$16.02, is the balance on a vendor's lien retained in a deed from C.T.Duncan et ux. to the said M.S.Hines et al., dated Feb. 17, 1894, after deducting the foregoing amount of \$74.13, reported in statement "A", to be paid by the said J.R.Hines. It will be noted hereafter that these two amounts, \$16.02 and \$74.13, making a total of \$90.15, are the first in order of priority on the whole of the land conveyed by the said Duncan and wife to the said Hines and others, in the deed aforesaid. The other liens reported in statement "B" are judgment liens, and are in the order of priority as represented by the numerical values of the figures on the left hand side of the sheet, and the parties to whom said judgments are due, and the amount of each, will be seen from the said statement. The total amount of this statement as of March 1st, 1904, is \$61.31.

3rd, The real estate owned by the said J.R.Hines and M.S.Hines respectively, and also all real estate subject to the liens ascertained by him as required by law and this decree.

By reference to the deed from C.T.Duncan et ux. to M.S.Hines et al., dated Feb. 17, 1894, a copy of which is filed as an exhibit with the plaintiff's bill, it will be seen that the said Duncan and wife conveyed to Michael S.Hines and Fannie S.Hines, his wife, a boundary of land, supposed to contain 22 acres more or less, on

the Blackwater road, about one mile southeast of the town of Jonesville, to have and to hold the same for and during their natural lives, and "after their deaths to the children of the said Michael S. and Fannie S. Hines living at the time of the death of the said Michael S. Hines. And this is the boundary of land upon which the \$90.15, above referred to, due C.T. Duncan, is a vendor's lien. Michael S. and Fannie S. Hines are both living, and have the following children living: J.R., Manda, Charles E., John W., Maggie, Ben and Bard--seven in number. As shown by the foregoing deed, it is clear that the said M.S. Hines has only a life estate in a one-half undivided interest in the aforesaid 22 acres of land. But by deed dated Feb. 4th, 1898, the said Michael S. and Fannie S. Hines conveyed to James R. Hines, with covenants of general warranty, a part of the aforesaid 22 acres, estimated to contain 8 acres more or less. The foregoing lands are the only lands in this county that your commissioner can learn of that the said M.S. or J.R. Hines own any interest in. From the foregoing deeds, your commissioner ascertains and reports that the said M.S. Hines is the owner of an estate for his life of a one-half undivided interest in the aforesaid 22 acres of land, less the 8 acres conveyed to J.R. Hines; that J.R. Hines is the owner of a life estate in the 8 acres during the natural life of the said M.S. Hines and Fannie S. Hines, and after the death of the said M.S. Hines, then the said J.R. Hines will be entitled to his share in the remainder--a one-seventh interest in the 22 acres, if the number of the children remain as they now are.

It will be observed that the date of the deed from M.S. Hines and wife to the said J.R. Hines is Feb. 4th, 1898, and that the same was recorded as of that date. By reference to statement "B", herewith, it will be seen that each of the judgments therein reported against M.S. Hines were rendered prior to the date of said deed, though a part of them were not docketed until afterwards. Hence your commissioner reports, as follows:

(1), The whole of the vendor's lien of C.T. Duncan, of \$90.15, is the first lien ^A in order of priority against the whole of the 22 acre tract, conveyed by Duncan et ux. to M.S. Hines et al., but first as to the \$74.13, against the 8 acres ^A conveyed by M.S. Hines

and wife to J.R.Hines, and second as to the \$16.02, against the residue of said original 22 acres.

(2), The whole of the judgments listed in statement "B" are second in priority, and in the order indicated by the numerical value of the figures in the margin, on M.S.Hines' life estate in the 22 acre tract, less the 8 acres conveyed to J.R.Hines, except as hereinafter noted.

(3), The vendor's lien of \$74.13, in favor of C.T.Duncan, is first in order of priority against the 8 acre tract conveyed by M. S.Hines and wife to J.R.Hines.

(4), The two judgments in favor of J.O.Gibson & Co., marked "2" in the margin of statement "B", having been docketed prior to the recordation of the deed from M.S.Hines and wife to J.R.Hines, are second in order of priority against said 8 acre tract, and the judgment of Couk & Orr, for the benefit of A.W.Couk, of \$48.19, listed in statement "A", is third in order of priority on said J.R. Hines' ^{life-} interest in the 8 acres, and is first in order of priority on the said J.R.Hines' reversionary ^{interest} in the 22 acre tract.

4th, Any other matter deemed pertinent by himself or required by any party in interest in this cause.

Your commissioner is informed that there is probably a small judgment in favor of D.C.Sewell against J.R.Hines, and a small judgment of somebody against M.S.Hines, that are not listed against them in statements "A" and "B". Said judgments, if they exist, are not recorded in the records of the county, in the County court clerk's office, and as your commissioner has given the required notice of his sitting to all parties, and said parties failing to appear and furnish evidence of the existence of their judgments, he accordingly declines to withhold the filing of his report longer, leaving said parties to their remedy ~~by~~ petition or supplemental report if they shall hereafter desire to come in and claim their rights.

And now having fully reported upon all the matters specially referred, and such as are deemed pertinent by himself or required by any party in interest in this cause, your commissioner, after filing copies of judgments as recorded in the Judgment Lien Docket of the county and such other papers as have been used by him in this investigation, here respectfully submits this his report,

this December 14th, 1903.

Respectfully Submitted,

A. M. Goins,

Commissioner.

Fee for this Report, \$ 12.00

Fee charged to A. M. Cook.

I, A.M. GOINS, ~~Special~~ Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 16 hours, in performing the services for which the fee above stated is charged, and do so certify, this 14th day of Dec., 1903.

A. M. Goins,

Special Commissioner.

List of Liens, Specific and Judgment, Against the Real Estate
of
J.R.Hines.

To amount of vendor's lien retained in deed of Feb.	
4, 1898, from Michael S.Hines et ux. to J.R.	
Hines, and which the said J.R.Hines was to pay	
to C.T.Duncan, (See deed from Michael S.Hines and	
wife to J.R.Hines),	
	\$65.00
" Int. on same from 2/17/'94 to 1/1/'98,	15.11
To amount due C.T.Duncan, 1/1/'98	\$80.11
By credit paid C.T.Duncan, as of 1/1/'98,	26.00
To balance due C.T.Duncan, 1/1/'98,	\$54.11
" Int. on balance from 1/1/'98 to 3/1/'04,	20.02
To amount due C.T.Duncan, as of 3/1/'04,	\$74.13
	\$ 74.13
To judgment in favor of Couk & Orr, for the benefit	
of A.W.Couk, vs. J.R.Hines--Judgment rendered	
9/16/'99, for	
	\$37.04
" Int. on same from 9/16/'99 to 3/1/'04,	9.90
" Cost on judgment,	1.25
To amount due A.W.Couk, as of 3/1/'04,	\$48.19
TO TOTAL LIEN INDEBTEDNESS, as of 3/1/'04,	\$122.32

7

List of Liens, Specific and Judgment, Against the Real Estate
of
M.S.Hines.

"A"

To amount due C.T.Duncan from M.S.Hines on ven-		
dor's lien retained in deed from self and wife		
to Hines et al., (See deeds from Duncan and wife		
to M.S.Hines et al. and from M.S.Hines and wife		
to J.R.Hines),	\$25.00	
By credit on above amount, as of 2/17/'94,	15.00	
To balance due C.T.Duncan, as of 2/17/'94,	\$10.00	
" Int. on same from 2/17/'94 to 3/1/'04,	6.02	
To amount due C.T.Duncan, as of 3/1/'04,	\$16.02	\$16.02

"1"

To judgment in favor of Newton wygal vs. M.S. Hines--		
Judgment rendered 11/23/'95, for	\$ 1.40	
" Int. on same from 11/1/'94 to 3/1/'04,78	
" Cost on judgment,	1.25	
To amount due wygal, as of 3/1/'04,	\$ 3.43	\$ 3.43

"2"

To judgment in favor of J.O.Gibson & Co. vs. M.S.Hines--		
Judgment rendered 2/1/'96, for	\$ 4.33	
" Int. on same from 9/21/'92 to 3/1/'04,	2.97	
" Cost on judgment,	1.25	
To amount due J.O.Gibson & Co., as of 3/1/'04,	\$ 8.55	\$ 8.55

"2"

To judgment in favor of J.O.Gibson & Co. vs. M.S.		
Hines and A.B.Munsey--Judgment rendered 2/1/'96,		
for	\$ 7.00	
" Int. on same from 3/8/'95 to 3/1/'04,	3.76	
" Cost on judgment,	1.75	
To amount due J.O.Gibson & Co., as of 3/1/'04,	\$12.51	\$12.51

(The foregoing judgment has been paid by the
security A.B.Munsey, who here claims the rights
of subrogation, to which he is entitled).

"3"

To judgment in favor of Couk & Orr, assignee, vs.		
Michael Hines and T.J.Ely--Judgment rendered		
10/16/'97, for	\$12.50	
" Int. on same from 11/1/'95 to 3/1/'04,	6.25	
" Cost on judgment,	2.05	
To amount due Couk & Orr, as of 3/1/'04,	\$20.80	\$20.80
TO TOTAL LIEN INDEBTEDNESS, AS OF 3/1/'04,		\$61.31

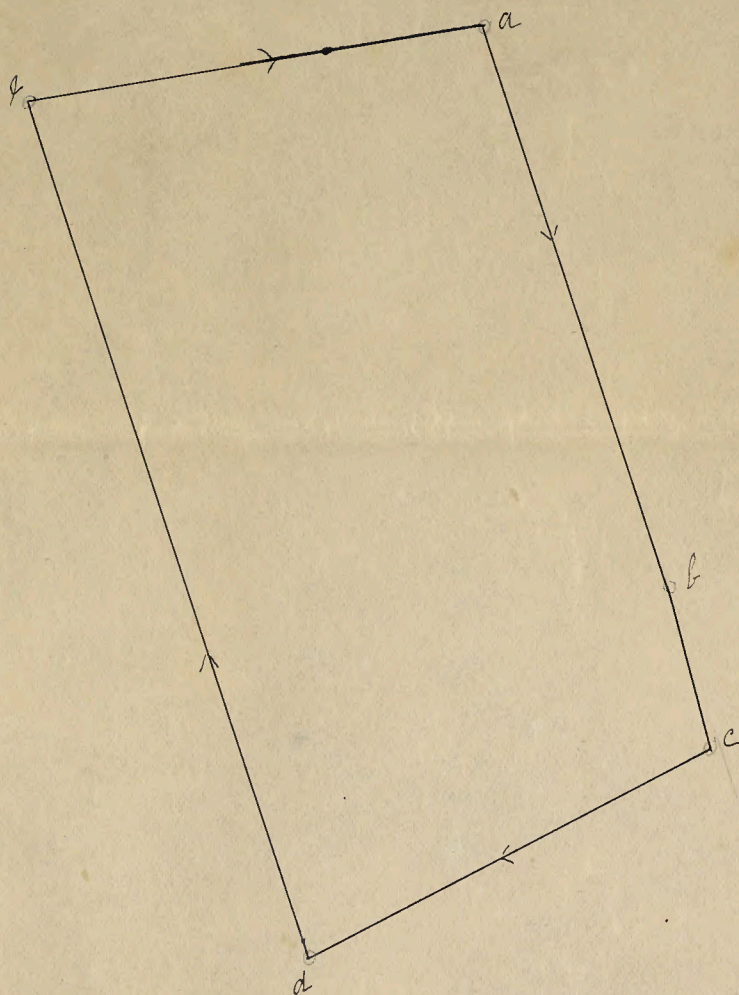
A. W. Cook

vs. } Comr's Report.

J. R. Stines et al.

Filed Dec. 14th, 1903,
A. B. Munsey Clerk

Comr's Fee, \$12.00.



Scale.
one inch = ten poles.

Beginning at a, a stake in old Blackwater road S. $18\frac{1}{2}^{\circ}$ E. 39.2 poles to c, a rock corner to Jno. Hines land; thence S. 62° W. 23.5 poles to d, a stake in Hines line; thence N. $18\frac{1}{2}^{\circ}$ W. 47.5 poles to e, a stake; thence N. $80\frac{1}{2}^{\circ}$ E. 24.4 poles to a, the beginning; containing $6\frac{2}{3}$ acres.

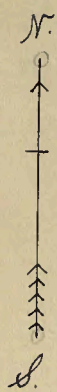
The above described land is situated about one mile southeast of Jonesville, Lee Co., Va., being a part of the M. S. Hines land, The eastern boundary being the old Blackwater road.

May 18, 1904.

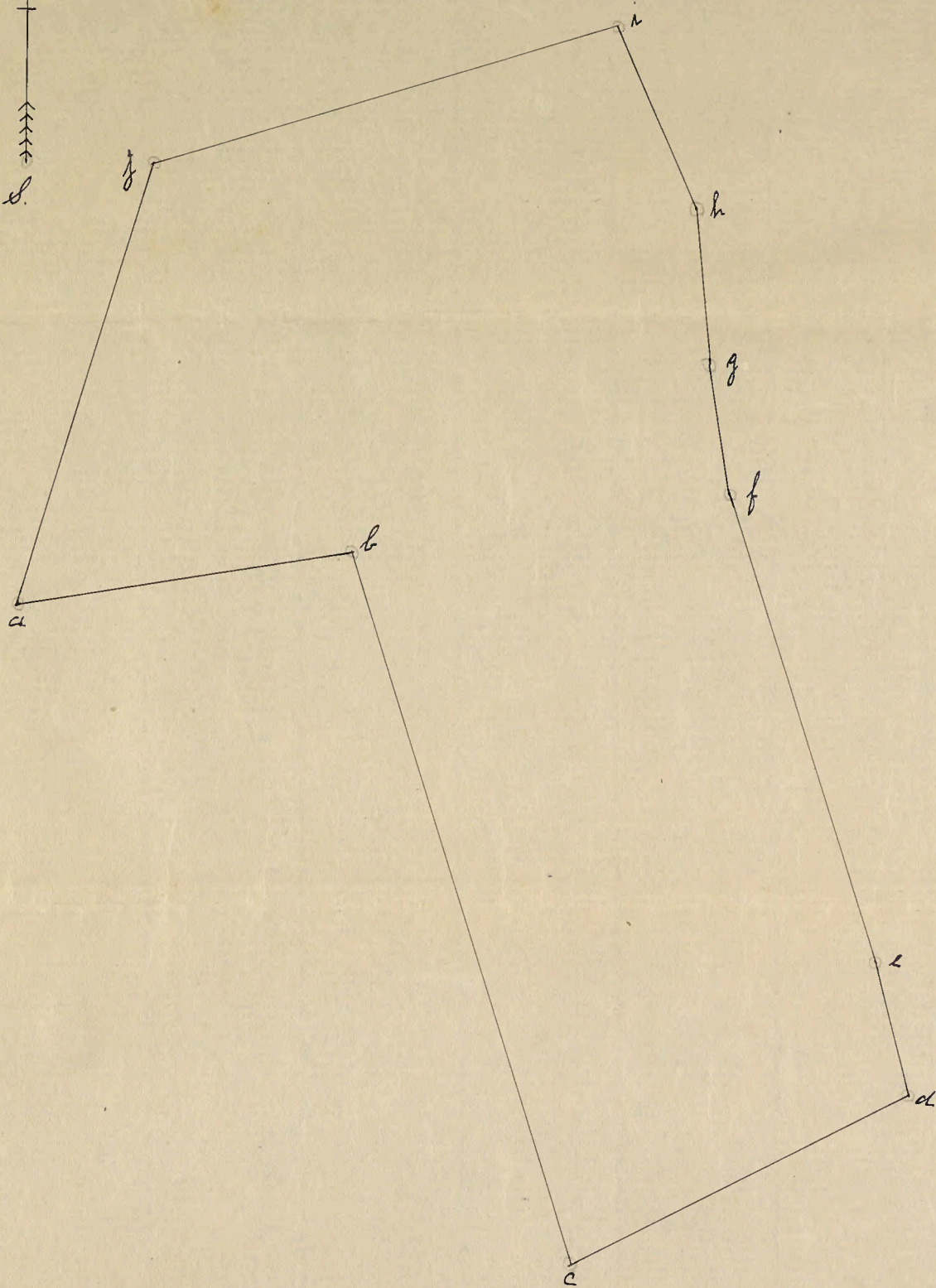
Surveyed with compass, the declination not noted.

C. S. Cox (Surveyor.)

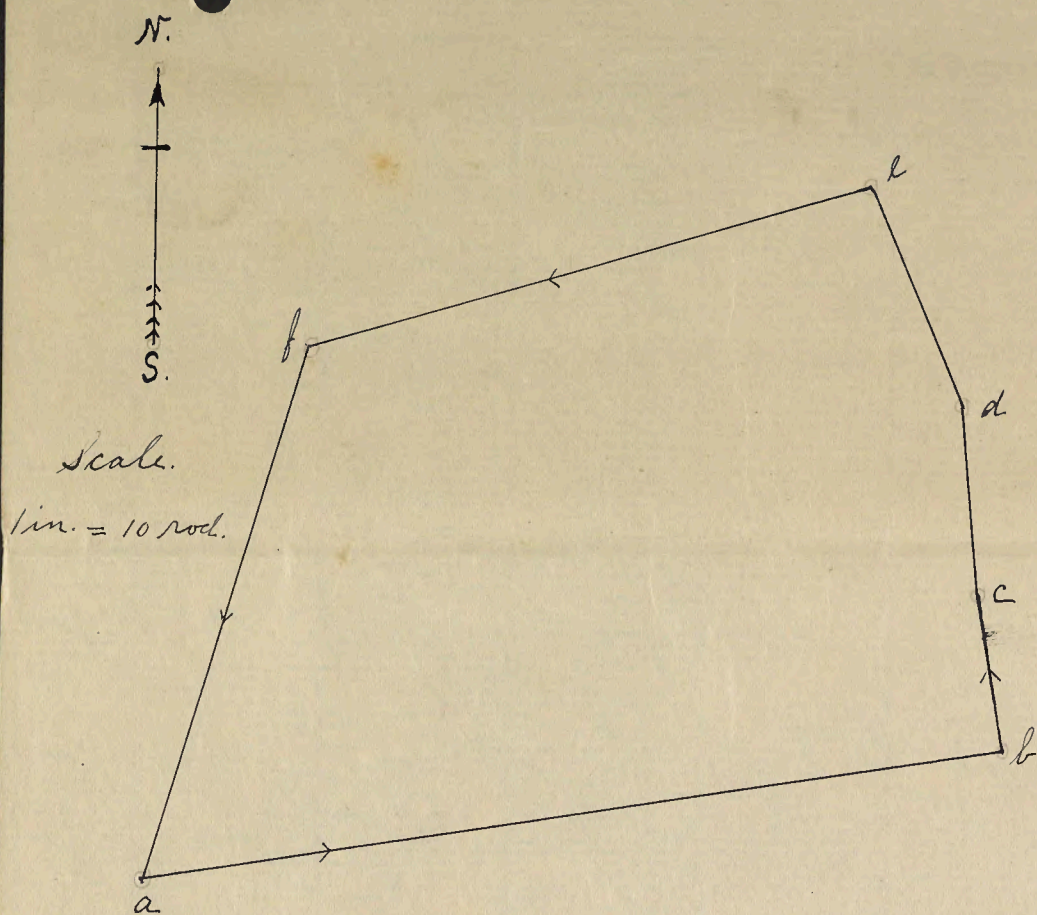
M. S. & John Hines (Chainmen.)



Scale: 1 inch to 10 rods.



Beginning at *a*, a rock by Blackwater road, $N. 80\frac{1}{2}^{\circ} E.$ 21.1 poles to *b*, a stake; thence $S. 18\frac{1}{2}^{\circ} E.$ 47.5 poles to a stake ^{*c*} in the John Hines line; thence $N. 62^{\circ} E.$ 23.5 poles to *d* a planted rock, corner to John Hines land; Thence $N. 18\frac{1}{2}^{\circ} W.$ 39.2 poles to *f*, a stake in old Blackwater road; thence with same $N. 12^{\circ} W.$ 8 poles to *g*, a stake in road; thence with same $N. 4\frac{3}{4}^{\circ} W.$ 10 poles to *h*, a stake, corner to Alex Martin land; thence $N. 20\frac{1}{2}^{\circ} W.$ 12.2 poles to *i*; thence $S. 73\frac{1}{2}^{\circ} W.$ 30.25 poles to *j*, a planted rock by Blackwater road; thence with same, $S. 15^{\circ} W.$ 29 poles to the beginning, containing about $13\frac{1}{2}$ acres.



Beginning at a, a planted rock in Blackwater road, N. $80\frac{1}{2}^{\circ}$ E. 45.5 poles to b, a stake in old Blackwater road; thence N. 12° W. 8 poles to c, a stake in old Blackwater road; thence N. $4\frac{3}{4}^{\circ}$ W. 10 poles to d, corner to Alex Martin land; thence N. $20\frac{1}{2}^{\circ}$ W. 12.2 poles to e; thence S. $73\frac{1}{4}^{\circ}$ W. 30.25 poles to f, a planted rock by Blackwater road; thence S. 15° W. 29 poles to the beginning; containing about $6\frac{3}{4}$ acres.

The about described is Southwest of Jonesville about one mile, and is known as the James Stines lot.

Surveyed with compass, May 18, 1904. No variation being noted.

M. S. & John Stines chairmen, C. S. Cox, surveyor.

To the Honorable H. A. W. Skeen, Judge of the circuit court for Lee County, Virginia:

The undersigned commissioner in the chandery cause of A. W. Couk vs. J. R. Hiles, et als., pending in the said court, respectfully reports that on the _____ day of _____, 1905, John W. Hines, the purchaser of the lands sold under the proceedings of the said cause, paid to your commissioner the amount of the first deferred purchase money note, with its interest, and on the same your commissioner paid over the whole of the said sum to the plaintiff, A. W. Couk, and took his receipt therefor.

Your commissioner further reports that during this term of the court, the said J. W. Hines, paid to him the amount of the second and last deferred payment for the said lands. A part of this sum will have to be used in paying balance of the costs of suit and commissioners of sale which were not covered by the cash payment made of the day of sale, and the residue thereof will be due to the plaintiff.

The said J. W. Hines is now entitled to and desires a deed made to him for the lands purchased by him.

Your commissioner further reports that he employed Mr. C. S. Cox, who he considers a competent surveyor, to make a survey of the said lands, and lay of to the said J. W. Hines the lands purchased by him, a part of same having been sold by the acre, and your commissioner attaches to this report the work of the said surveyor, and asks that the same be treated as a part of the report. Your commissioner paid the said Cox the sum of \$5.00 for making the said survey, and asks that this payment be treated as a disbursement of costs. Your commissioner thinks that the estimated costs are sufficient to cover said sum.

Your commissioner will make disbursement of the balance in his hands and report same at the next term of the court.

Respectfully submitted,

L. P. Hezatt
Special Commissioner.

A. W. Cook

vs. Lee Chey.

J. R. Kines et al.

Report of L. T. Hyatt,
Spec. Commr. Showing full
Collection of purchase
money & partial disburse-
ments &c.

Filed Feb'y 24th 1906.

H. A. Keeney,
Clerk.

To the Hon. H. A. W. skeen, Judge of the circuit court for Lee county, Virginia.

Your undersigned, who was, by a decree entered on the 16th day of February, 1904, by the said court in the chancery cause therein pending entitled, "A. W. Couk, vs. J. R. Hines, et al" appointed special commissioner for the purpose of making sale of the real estate in the said decree fully set forth, respectfully reports, that the said sale was advertized as required by the said decree by the posting of notices thereof at the front door of the court house and in the neighborhood of the said land, a copy of which advertisement is hereto attached as a part of this report; that on the 30th day of April, 1904, (being the day fixed in said notice as the day of sale) at the front door of the court house of Lee county, about the hour of 1 o'clock P. M. in the presence of a large number of citizens, he exposed the said land to sale in the following manner.

1st. Your commissioner offered for sale the interest of J. R. Hines in the eight acre tract of land, derived by deed from M. S. Hines and wife, and the highest bid received therefor was \$15.50.

2nd. Your commissioner then offered for sale the entire interest of M. S. Hines in the said ~~8~~ acre tract of land, and the highest bid received therefor was \$15.00.

3rd. Your commissioner then offered for sale, enough of said land (fee simple title) to pay the costs of the suit, commissions of sale and the first, or vendor's, lien against the same, when J. W. Hines bid for the eight acres, known as the J. R. Hines piece, the sum of \$121.00, which, in the opinion of your commissioner, is considerably more than the land is really worth.

4th. But the costs of suit, commissions of sale, and the said first or vendor's lien amounted in the aggregate to \$171.63, so that your commissioner was required by said decree to sell enough of the residue of the said land to pay the sum of \$50.63, and he therefore offered next to sell a sufficiency of the residue of the land to pay the said sum of \$50.63, when the said J. W. Hines bid

(2)

therefor, \$8.00 per acre, which was the highest and best bid offered, hence your commissioner reported ~~a~~ a sale of 6+33/100 acres off the east end or side of the said land, adjoining the lands of C. T. Duncan and to be cut off by a straight line parallel to said Duncan's line, to the said J. W. Hines. Again, your commissioner thinks that \$8.00 per acre is much more than this land is worth in its present condition.

The said J. W. Hines has paid to your commissioner in cash, the sum of \$57.21 and executed to your commissioner his two notes, bearing interest from date and due in one and two years respectively, for the sum of \$57.21, each, with his wife, Minnie Hines, as surity therein.

Confirmation of said
Your commissioner recommends the [^]sale of ~~this~~ land.

Respectfully,

L. F. Hyatt
Com'r

Com. L

Respectfully,

Your commissioner recommends the sale of this land.

therein.

for the sum of \$25.00 each with his wife, Minnie Hines, as surety

bearing interest from date and due in one and two years respectively,

the sum of \$25.31 and extended to your commissioner his two notes,

The said J. W. Hines has paid to your commissioner in cash,

present condition.

that \$8.00 per acre is much more than this land is worth in its

Duncan's line; to the said J. W. Hines. Again, your commissioner thinks

Duncan and to be cut off by a straight line parallel to said

east end or side of the said land, adjoining the lands of C. T.

hence your commissioner reported a sale of 6.33/100 acres off the
therefor, \$8.00 per acre, which was the highest and best bid offered,

(3)

Judgment Lien Docket.

J.L.D. # 3, p 198

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Sept. 16 1899.	W.A. Baker J.P.	Sept. 16 1899.	Cause & Orr for the benefit of A.W. Cause, Plffs. vs. { In Debt. J. R. Hynes. Debt.	Judgment for \$37.04 with interest thereon from the 16 th day of Sept 1899, until paid and costs: J.P. \$50, cc. Hyatt 50c Clerk 25c	

Virginia, Lee County, to wit:
I, B. M. Morgan, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from J.L.D. 3. page 198, a record book in my office. Given under my hand this 26th day of October, 1899.

B M Morgan to Clerk

All. Court

vs. } In Chancery
J. R. Hines et al.

Exhibit No. —
Transcript from J. R. H.

"Exhibit No. 1"

Copy of Judgment.

J. R. H.

This Deed made and entered into this the 17th day of February 1894 by and between C.T.Duncan and Mary E.Duncan his wife of the County of Lee and State of Virginia, parties of the first part, and Michael S.Hines and Fannie S.Hines his wife of the County adxxx and State aforesaid parties of the second part. Witnesseth that for and in consideration of \$250.00 paid and secured to be paid, ~~to~~ the said parties of the first part have this day bargained and sold and by these presents do convey unto the parties of the second part the following tract lot or parcel of land, lying and being in the County of Lee on the Blackwater road about one miles southeast of the Town of Jonesville supposed to contain 22 acres more or less, but this sale is made by the boundary and not by the acre, and bounded as follows, to wit: beginning at a stake in the edge of the Blackwater road, corner to the lands formerly owned by Richard Martin and now owned by Alexander Martin and with a line of the same to a corner of the 4-acre lot sold by C.T.Duncan to the said Alexander Martin and with a line of said 4 acre lot to the Southwest corner thereof, thence with the middle of the old road as it meanders to a line of the land conveyed by the said parties of the first part on the & 13th day of April 1892 to John Hines thence with said John Hines line S.62 1/4 E 51 1/2 poles to a rock in the edge of the Blackwater road corner to the lands of the said Michael and John Hines thence with said Blackwater road to the Beginning, to have and to hold said tract of land to the said Michael S. and Fannie S.Hines for and during their natural lives and after their deaths to the children of the said Michael S. and Fannie S.Hines living at the time of the death of the said Michael S.Hines. And the said C.T.Duncan expressly retains a lien for \$40.00 part of the unpaid purchase money due by said Hines to him on said land and evidenced by a note dated on the 29th day of January 1894 and a fur-

ther lien is retained to secure to the said C.T.Duncan the sum of \$25.00 which the said Michael Hines owes to John Yeary and for which the said Duncan is security and for the sum of \$25.00 due by the said Michael Hines to John A G.Hyatt and for which said Duncan is also his security which said money was borrowed by the said Hines to enable him to make other payments on said land and the said parties of the first part covenant to and with the said parties of the second part that they will warrant generally the title to the tract of land herein described subject however to the lien herein retained. Witness the following signatures and seals this the day and date above written.

C.T.Duncan (Seal.)

Mary E.Duncan (Seal.)

Virginia, Lee county, to wit:

I, S.V.F.Richmond, clerk of the county court in and for the county and state aforesaid do certify that C.T.Duncan and Mary E. Duncan whose names are signed to the writing above bearing date the 17th day of February 1894 have acknowledged the same before me in my county and State aforesaid, and thereupon the same is admitted to record. Given under my hand this the 20th day of February 1894.

S.V.F.Richmond, Clerk.

Virginia, Lee county, to wit:

I, B.M.Morgan, Clerk of the County Court for said County, do certify that the foregoing is a true transcript ~~from~~ of a deed from C.T.Duncan and wife to Michael S.Hines and wife as the same appears of record in my office in Deed Book No.30, page 30.

Given under my hand this the 27 day of October, 1899.

B.M.Morgan, Clerk.

_____, Clerk.

Given under my hand this the _____ day of October, 1890.

of record in my office in Deed book No. 30, page 30.

C.T. Dungen and wife to Michael S. Hines and wife as the same appears
certify that the foregoing is a true transcript ~~from~~ of a deed from
I, B.M. Moress, Clerk of the County Court for said County, do
Virginia, for county, to wit:

S. V. T. Richmond, Clerk.

to record. Given under my hand this the 30th day of February 1894.
my county and State aforesaid, and thereupon the same is admitted
17th day of February, 1894 have acknowledged the same before me in
Dungen, whose names are signed to the within above bearing date the
county and state aforesaid do certify that C.T. Dungen and Mary T.

I, S. V. T. Richmond, Clerk of the County Court in and for the
Virginia, for county, to wit:

A.W. Cook
vs. In Chancery
J.R. Hines et al.

"Exhibit No 2"

C.T. Duncan et ux
vs. Deed
M. S. Hines et ux
602

said Michael Hines to John A. C. Hays and for which said Dungen is
the said Dungen is security and for the sum of \$250.00 due to the
\$250.00 which the said Michael Hines owes to John A. C. Hays and for which
then I am retained to secure to the said C.T. Dungen the sum of

This deed made and entered into this the 4th day of February, 1898, by and between Michael S.Hines and Fannie S.Hines his wife, parties of the first part and James R.Hines party of the second part, all of the County of Lee and State of Virginia, Witnesseth, that for and in consideration of the sum of one hundred and fifty dollars paid and secured to be paid the said parties of the first part have this day given, granted bargained and sold, and by these presents do give, grant, sell and convey to the said party of the second part, his heirs and assigns, all that certain tract, piece, or parcel of land lying on the Blackwater road in the County of Lee and about one mile southeast of the town of Jonesville, containing by estimation about eight acres, be the same more or less and bounded as follows, Beginning at a corner to the lands now owned by Alexander Martin and formerly owned by Richard Martin now deceased, and in the edge of said Blackwater road, thence with said Martin line to a corner of the four acre lot sold by C.T.Duncan to Alexander Martin, thence with a line of said lot to the southwest corner thereof to a stake, thence with the middle of the old road as it meanders to a planted stone nearly on top of the rise or hill, thence a straight ^{line} in a westwardly direction to a planted rock at the said Blackwater road, which rock is planted a little North of the hollow or drain that crosses said road, thence with said road as it meanders to the Beginning. This land along with another small parcel of land adjoining the same and of which this is a part is subject to a vendor's lien due to and in favor of C.T.Duncan for ninety dollars, which lien is shown by a reserved in a deed of the said C.T.Duncan and wife to the parties of the first part dated the 17th day of February 1894, which deed is of record in the clerk's office of the Lee county court, in deed book 30 page 30 to which reference is here made. It is expressly agreed that all of

said lien except the sum of twenty-five dollars is and shall remain an express charge on the land here conveyed, and a lien is hereby expressly retained in this deed for said amount of said lien subject to said credit of \$25.00. To have and to hold said piece or parcel of land to the said James R.Hines and his heirs forever subject to said vendors lien aforesaid and the said parties of the first part covenant to and with the said party of the second part his heirs and assigns, that they will warrant generally the title of the land hereby conveyed. Witness the following signatures seals the day and date first above written.

Michael S.Hines (Seal.)

Fannie S.Hines (Seal.)

Virginia Lee County to wit:

I, S.V.F.Richmond, Clerk of the county court for said County, in the State of Virginia, do certify that Michael S.Hines and Fannie S.Hines, whose names are signed to the foregoing writing bearing date on the 4th day of February 1898, have acknowledged the same before me in my county aforesaid, and said deed is admitted to record. Given under my hand this 4th day of February 1898.

S.V.F.Richmond, Clerk.

Virginia, Lee county, to wit:

I, B.M.Morgan, Clerk of the county court for said county, do certify that the foregoing is a true copy of a deed from Michael S. Hines and Fannie S.Hines to James R.Hines as the same appears of record in my office in Deed Book No.34, page 118.

Given under my hand this the 27th day of October, 1898.

B.M.Morgan, Clerk.

Given under my hand this the _____ day of October, 1898.

Record in my Office in Deeds Book No. 31, page 11.

Hines and George S. Hines to James B. Hines as the same appears of
certify that the foregoing is a true copy of a deed from Michael S.

I, R.M. McKean, Clerk of the county court for said county, do
Attest, her county, to wit:

S.A.W. Richmond, Clerk.

Record. Given under my hand this 4th day of February, 1898.
same before me in my county aforesaid, and said deed is a true copy of
the date on the 4th day of February, 1898, have acknowledged the
me S. Hines, whose names are signed to the foregoing within bear-
in the State of Virginia, do certify that Michael S. Hines and Geo-

I, S.A.W. Richmond, Clerk of the county court for said county,

Attest, her county, to wit:

S.W. Cook
vs 3 In Chy.
J.R. Hines et al

Exhibit No. 3."

M. S. Hines et ux
Yours Deed
J.R. Hines

(Seal.)

(Seal.)

600

piece of record of land to the said James B. Hines and his heirs
lien subject to said credit of \$25.00. To have and to hold said
hereby expressly retained in this deed for said amount of said
within an express charge on the land here conveyed, and a lien is
said lien except the sum of twenty-five dollars is and shall re-

Judgment Lien Docket.

J. L. D #4, p 39.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Nov 23 rd 1895	H. C. Joslyn J. P.	Dec 7 th 1903	Newton Wygal, Plff vs { In Debt M. S. Hines Deft	Judgment that the plaintiff recover of the Defendant \$1.40, with interest from 1 st day of November, 1894, till paid + \$1.00 for costs + 25-cts.	

No. 1.

Newton Wygal

vs { Copy of Judgment

M. S. Hines.

Judgment Lien Booklet.

J.L.D #3, p 129.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1896 Febry 1 st	Justice of Peace	1896 Oct 1 st	J.O. Gibson & Co, Plffs vs. { Debt M. S. Hines Debt.	Judgment for \$4.33, with interest from 21 st day of Sept 1892, until paid + costs J.P. 1.00 C 25.	

No. 2.

J. O. Gibson & Co.

vs } Copy of Judgment

M. S. Hines.



Paid

Nov 20th 1903
Received from A. B. Mumery
Twelve & 39/100 ————— Dollars.

Judgment vs M. Hines & A. B. Mumery

\$ 12³⁹/₁₀₀

J. O. Gibson & Co

Judgment Lien Docket.

J.L.B #3, p 141,

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1896 Feb 1 st	Justice of Peace	1897 Jan 9 th	J.O. Gibson & Co. Plffs vs } Debt. M.S. Hines + A.B. Mansey, Defts	Judgment for \$7 ⁰⁰ , with interest from 8 th day of March 1895, till paid + costs \$1.50 C 25.	

No. 2.

J. O. Gibson & Co.

vs. } Copy of Judgment.

M. S. Hines and A. B. Munsey.

Judgment Lien Docket.

J. L. D. #3, h 175-

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1897 Oct. 16	W. A. Baker Justice of the Peace of Lee Co. Va.	1898 Feby 4th	Cook & Orr, Assignees, Plffs vs Michael Hines & T. J. Ely, Defts	Judgment for \$12.50, with Debt interest from the 1st day of Novr, 1895; until paid + Costs J. P. \$150 C 55.	

A Copy-

A. M. Lewis,

Clerk.

No. 3.

Bank & Orr, Assignees.

vs. { Copy of Judgment

Michael Hines & T. J. Ely.

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs	Amount and Date of Credits.
1891, Dec. 3.	Lee Cir- cuit Court	Dec. 9, 1891.	A. L. Russell, W. J. Lewis, M. S. Hines, J. W. Hynes and J. W. Pateet - - - - Defts. ads. } In Debt, Daniel Briscoe & Co. Plffs	Judgment for \$607.84, the penalty of a forthcoming bond, but to be discharged by the payment of \$303.92, with legal interest thereon from the 5 th day of October 1891, till paid, and the costs, C \$2.88, S. \$2.50, Co. 6. 25 cts.	

The above judgment is satisfied in full. See Execution
Book #3, p 266.

A copy -

A. M. Lewis,
Clerk.

No. —

Daniel Briscoe & Co.
vs } Copy of Judgment.
M. S. Hines et al

#

This judgment is satisfied
in full on Circuit Court
Execution Book #3, p 26,
but is not marked
on the J. L. D.

#

Virginia, Lee County, to-wit:

To W. J. Milam Sheriff of said County:

I Hereby Command You to Summon

J. R. Byrnes

if to be found in your District, to appear at Jonesville
in said County, on the 16th day of Sep. 1899, before me or such
other Justice of said County as may then be there to try this Warrant, to answer the complaint of
Bank & Orr for benefit - A. N. Baker and upon a claim for money not
exceeding \$100.00, exclusive of interest, to wit: for the sum of \$ 40³⁴, due by
note waving household. And then and there make return of this Warrant. Given
under my hand the 8th day of September 1899.

W. A. Baker J. P.

Bank & Orr for benefit - A. N. Baker
Against
J. R. Byrnes

On the 16th day of Sep. 1899.

In debt.

At Jonesville, in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 37⁰⁴
with interest thereon from the 16 day of Sep. 1899, till paid.
and \$ 1⁰⁰ for costs.

W. A. Baker J. P.

VIRGINIA--Lee County to wit:

To W. J. Milam Sheriff of said County:

I COMMAND YOU, in the name of the Commonwealth of Virginia, that of the goods and chattels of

J. R. Byrnes, in your county, you cause to be
made the sum of \$ 37⁰⁴ with interest thereon from the 16th day of September,
1899, till paid, which Bank & Orr has recovered before me in a
Warrant in Debt, and also the sum of \$ 1⁰⁰, which were adjudged to said Bank & Orr

for costs in prosecuting this Warrant.

Given under my hand the 10th day of September 1899.

W. A. Baker J. P.

Virginia, Lee County, to wit:

I, L.T. Hyatt, a commissioner in chancery for the circuit court of Lee county, Virginia, do certify that C.C. Hyatt has this day made oath before me that he did on this day deliver to J.R. Hines a true copy of the within warrant.

Given under my hand this the 9th day of September, 1899

L.T. Hyatt, Comm. in chy.

*Loach & Orr
vs. Warrant
J.R. Hines*

*Filed Sept 16 1899.
and docketed in ch.
D. No. 3. p. 198.*

A. W. Cook - - - - - Ref

vs.

J. R. Hines, M. S. Hines, Fannie S. Hines,
Mauda Croftner, nee Hines, Chas.
E. Hines, John W. Hines, Maggie B.
Harvel, nee Hines, Ben Hines and
Bard Hines, the three last named
being infants under the age of twenty-
one years, and C. P. Humeau, --- Depts.

Spa in Chy. to first May Rules,
1903. to answer amended Bill.

L. P. Hyatt p. g.

A. W. Cook

vs' { In Chancery

J. R. Hines et al.

Memorandum.

Spa. on amended
bill.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon ^{carphus} J. R. Hines, M. S. Hines, Fannie S. Hines, Manday ^{carphus}croftner (nee Hines), Lehas E. Hines, John W. Hines, Maggie B. Harvel (nee Hines), Ben Hines, Bard Hines, the three last named being infants under the age of 21 years & L. T. Duncan to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 1st Monday in May, 1903, to answer an amended bill in chancery exhibited against them in our said court by A. M. Cook

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 13th day of April, 1903, and in the 127th year of the Commonwealth.

A. B. Munsey, Clerk.

Executed April 16-1900 by delivering a true copy
of the within summons to J. R. Hines M. S. Hines

Jennie S. Hines. Manda Craftner

Charles E. Hines John W. Hines

Maggie B. Harrell Ben Hines and Bard Hines

and C. J. Duncan. J. B. Byington & S.

for W. J. Milburn S. L. C.

A. M. Leach

SUBPOENA
IN CHANCERY.

vs. }

J. R. Hines et al

L. J. Hyatt p. q.

To/et May Rules.

1903. Leicestershire Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON

*J. R. Hines, M. S. Hines
J. W. Hines and L. T. Duncan*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the *3rd* Monday in *October*, 189*9*, to answer a bill in chancery, exhibited against *them* in our Court by

A. W. Cook

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *21st* day of *September* 189*9*, and in the 12 *4th* year of the Commonwealth.

A. B. Munsey Clerk.

A copy—Teste: _____ Clerk.

A. M. Leunk

VS. { SUBPOENA
IN CHANCERY.

J. R. Hines et als

C. C. Hyatt p.q.

To 2nd Oct Rules, 1899.

CIRCUIT COURT.

Virginia, Lee county, to wit:

I, A.B.Munsey, Clerk of the Circuit Court for said County, do
certify that C.C.Hyatt this day personally appeared before me in
my county aforesaid and made oath that he delivered an attested of-
fice copy of the within subpoena each to J.R.Hines, J.W.Hines, M.S.
Hines and C T.Duncan in said county of Lee, on this day.

Given under my hand this the 22nd day of September, 1899

A.B. Munsey, Clerk.

NOTICE.

VIRGINIA,

At a Circuit court continued and held for Lee County at the courthouse thereof on Friday, July 10, 1903.

A.W.Couk,, Plff.)
vs.)
J.R.Hines, M.S.Hines, Fannie S. Hines,)
Manda Caruthers (nee Hines), Chas. E.Hines,)
John W.Hines, Maggie Harvel (nee Hines),) In Chy.
Ben Hines and Bard Hines, the last three infants)
under the age of 21 years, and C.T.Duncan, . .Defts.)

--EXTRACT FROM DECREE--

"Upon all which, and it being suggested that there are probably other judgments and liens against the lands hereinafter sought to be subjected, it is adjudged, ordered and decreed that A.M.Goins, one of the commissioners of this court, do take an account in this cause and ascertain and report to the court at its next term:

(1), All liens against the real estate of said J.R.Hines, with the priorities thereof;

(2), All liens against the real estate of said M.S.Hines, with the priorities thereof;

(3), The real estate owned by the said J.R.Hines and M.S.Hines respectively, and also all real estate subject to the liens ascertained by him as required by law and this decree; and

(4), Any other matter deemed pertinent by himself or required by any party in interest in this cause".

A Copy, Teste:

A.B. Munsey, Clerk.

COMMISSIONER'S REPORT.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on August 10th, 1903, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This July 29th, 1903.

A.M. Goins,
.....,
Commissioner.

Executed July 31-1903
by delivering a true
copy of the within
Notice to J. R. Hines.
M. S. Hines. Daniel
S. Hines. Mandala
Caruthers, Charles
E. Hines. and
John W. Hines
D. B. Byington D. S.
for W. J. Milburn
L. C.

A. N. Cook
vs In Chy.

J. R. Hines et al

We accept legal service
of the within notice, this
July 30, 1903-

L. T. Duncan

L. T. Hyatt Att for plff

Executed July 31-1903
by delivering a true
copy of the within
Notice to J. R. Hines.
M. S. Hines. Daniel
S. Hines. Mandala
Caruthers, Charles
E. Hines. and
John W. Hines
D. B. Byington D. S.
for W. J. Milburn
L. C.

(Over)

NOTICE.

VIRGINIA,

At a Circuit court continued and held for Lee County at the courthouse thereof on Friday, July 10, 1903.

A.W.Couk, , Plff.)	
vs.)	
J.R.Hines, M.S.Hines, Fannie S. Hines,)	
Manda Caruthers (nee Hines), Chas. E. Hines,)	In Chy.
John W. Hines, Maggie Harvel (nee Hines),)	
Ben Hines and Bard Hines, the last three infants)	
under the age of 21 years, and C.T.Duncan, . . Defts.)	

--EXTRACT FROM DECREE--

"Upon all which, and it being suggested that there are probably other judgments and liens against the lands hereinafter sought to be subjected, it is adjudged, ordered and decreed that A.M.Goins, one of the commissioners of this court, do take an account in this cause and ascertain and report to the court at its next term:

(1), All liens against the real estate of said J.R.Hines, with the priorities thereof;

(2), All liens against the real estate of said M.S.Hines, with the priorities thereof;

(3), The real estate owned by the said J.R.Hines and M.S.Hines respectively, and also all real estate subject to the liens ascertained by him as required by law and this decree; and

(4), Any other matter deemed pertinent by himself or required by any party in interest in this cause".

A Copy, Teste:

A.B. Munsey, Clerk.
.....

COMMISSIONER'S REPORT.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on August 10th, 1903 at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This July 29th, 1903.

A.M. Louis
.....
Commissioner.

A. W. Cook
vs } In Chy.
J. R. Hines et al.

I accept legal service
of the within notice, this
July 31, 1903.

Geo. P. Credlin
S. A. L.

A. W. Cook

by any party in interest in this cause.

(4) Any other matter deemed pertinent to himself or authorized

personnel, and also all real estate subject to the above named

(5) The real estate owned by the said J. R. Hines and J. R. Hines

COMMISSIONER'S RETURN

W. H. Hines, Clerk

COMMISSIONER'S RETURN

A. W. Cook

vs $\frac{3}{2}$ Lu lhy

J. R. Hines et al.

1899. 2 October rules bill filed

Spa executed & D. N.

1st Nov rules held the
last Monday in October.

D. N. Confirmed & Cause
set for hearing.

Geo. P. Gridlin

Genl. ad Litem

Self costs recovered

M. clk \$12.87

C. C. H. 2.00

Shff. (D. B. B.) 8.00

Cour. 12.00

Co. clk 2.70

B. clk 4.69

Atty 15.00

G. A. H. 5.00

Estimated 10.00

\$72.26